

Exhibit G

1 SUPERIOR COURT OF THE STATE OF CALIFORNIA
2 FOR THE COUNTY OF SAN FRANCISCO

3
4 BERNARD WARD and COLLEEN
5 HALLORAN,

6 Plaintiffs,

7 vs. CASE NO. CGC-11-511574
8 GMAC MORTGAGE, LLC and DOES
9 1-20,

10 Defendants.

11
12 DEPOSITION OF COLLEEN HALLORAN
13 San Francisco, California
14 Monday, January 23, 2012
15 Volume I

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21 Reported by:
22 LORI STOKES
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7 vs. CASE NO. CGC-11-511574
8 GMAC MORTGAGE, LLC and DOES
9 1-20,

10 Defendants.

11
12 Deposition of COLLEEN HALLORAN, Volume I, taken on
13 behalf of Defendant, at One Embarcadero Center, Suite
14 2500, San Francisco, California, beginning at
15 10:04 a.m. and ending at 2:40 p.m. on January 23, 2012,
16 before LORI STOKES, Certified Shorthand Reporter No.
17 12732.

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1 San Francisco, California, Monday, January 23, 2012

2 10:04 a.m.

3

4 COLLEEN HALLORAN,

5 having been administered an oath, was examined and
6 testified as follows:

7

8 EXAMINATION

9

10 BY MR. GADDIS:

11 Q Good morning. This is Clayton Gaddis. I
12 represent GMAC Mortgage, case Bernard Ward and Colleen
13 Halloran versus GMAC Mortgage LLC, Case Number
14 CGC-11-511574.

15 Good morning, Dr. Halloran.

16 A Good morning.

17 Q How are you today?

18 A I've had better days.

19 Q I understand. This is not exactly fun, but
20 it won't be terrible, either.

21 Have you ever given a deposition before?

22 A I don't think so.

23 Q Okay. Have you ever gone by another name
24 besides Halloran?

25 A My husband calls me Ward, but I've never

1 taken his name.

2 Q Okay. Some just rules of the road for a
3 deposition. This is being recorded via transcript.
4 I'll do my best to ask clear and concise questions. If
5 you don't understand my question, please don't attempt
6 to answer it. Just ask me to clarify, and I'll do my
7 best to make it a clear question for you.

8 Kind of the same vein, if I'm asking a
9 question, please allow me to finish asking the question
10 before you begin your answer, and I'll do my best to
11 try and keep from answering a subsequent question when
12 you're asking. It will just make for a better record.

13 And because this is being recorded, let's do
14 verbal answers whenever we can. I know in normal
15 conversation, head nods tend to give yes or no
16 responses, but let's try to do our best to give verbal
17 responses and try to refrain from uh-huhs, huh-uh, and
18 such.

19 If you ever need a break, please ask for a
20 break. I'm sure I'll need a number of breaks myself
21 today. The only caveat to that is, if I have a
22 question on the table, please respond to the question
23 before we take a break.

24 Are you familiar with the term perjury?

25 A Yes.

1 Q So this is just like if we were before a
2 court of law giving live testimony, so the rules of
3 perjury will apply to this deposition, as well. I'm
4 just required to inform you of that, okay.

5 Prior to November of 2006, had you ever taken
6 out a mortgage loan before?

7 A Personally, no.

8 Q No. Had you ever been a signatory on a Deed
9 of Trust or a note prior to November 2006?

10 A Yes.

11 Q Do you recall when that was?

12 A No.

13 Q No. Was that a -- a mortgage loan, though?

14 A Yes.

15 Q Yes. Did it cover the property at issue
16 here?

17 And let me clarify that. When I say property
18 at issue, I mean the property located at 3300
19 Kirkham -- I believe it's Kirkham Avenue, or is it
20 Kirkham Street?

21 A Street.

22 Q Kirkham Street.

23 A Don't recall.

24 Q But you are somewhat familiar with the
25 mortgage loan process?

1 A Somewhat.

2 Q Okay. Did you cosign for a 2006 Deed of
3 Trust covering the subject property?

4 A I don't recall.

5 Q You don't recall.

6 Are you familiar with the note or Deed of
7 Trust covering the subject property at all?

8 A I don't understand your question.

9 Q Are you familiar with the original terms of
10 the November 2006 note?

11 A No.

12 Q Are you familiar with the original terms of
13 the November 2006 Deed of Trust?

14 A I just answered no.

15 Q Those were -- they were two separate things.
16 One is a note and the other is a Deed of Trust.

17 A And the answer is still no.

18 Q The answer is still no, that is fine.

19 Would it refresh your memory if I produced
20 the note and Deed of Trust to you at this point?

21 A What relevance would that have?

22 Q This concerns a mortgage note and a Deed of
23 Trust.

24 A Do I remember the legal wording of a document
25 from six years ago? I do not.

1 Q Okay, that's fine. Let's just pull them out,
2 and we can review them right now.

3 A I have a medical degree, not a law degree, so
4 I'm not sure I can understand the verbiage.

5 Q That's fine. I'm not asking you to interpret
6 any of the legal terms. When I say terms, principal
7 amount, what you would be obligated to pay every month,
8 things like that.

9 A Again, what relevance does that have to
10 anything?

11 Q Ma'am, that is a yes or no question.

12 A What question?

13 Q Do you remember any of the terms, like the
14 principle amount or what you were obligated to pay on a
15 monthly basis under the Deed of Trust?

16 A No. And I'm not ma'am.

17 Q Should I address you as Doctor --

18 A Yes.

19 Q I don't mean to be offensive, if that is.

20 A In medicine, it is offensive to be called
21 ma'am.

22 Q Okay, I will do my best to call you Doctor.

23 A Thank you.

24 MR. GADDIS: So I would like to offer in
25 evidence Defendant's Exhibit 1, and that is the

1 Adjustable Rate Note from October 25th, 2006.

2 (Deposition Exhibit 1 was marked for
3 identification by the court reporter.)

4 MR. GADDIS: Let's go ahead and introduce as
5 Defendant's 2 a a copy of the Deed of Trust as executed
6 on October 25th, 2006 covering Loan Number 84102.

7 (Deposition Exhibit 2 was marked for
8 identification by the court reporter.)

9 MR. GADDIS: Let me back up a second. I
10 would like to offer as Defendant's 3 the Amended Notice
11 of Deposition of Colleen Halloran with Amended Request
12 for Document Production.

13 (Deposition Exhibit 3 was marked for
14 identification by the court reporter.)

15 BY MR. GADDIS:

16 Q And, Doctor, what documents have you brought
17 today?

18 MS. STROMEYER: We are producing these
19 documents.

20 MR. GADDIS: Okay. It looks like Plaintiffs
21 have produced documents with the Bates stamp numbers
22 PLF00001 through PLF00125.

23 Q Doctor, have you had a chance to look over
24 the note or Deed of Trust?

25 A You want me to go through all of these

1 things?

2 Q You probably don't need to go over the Notice
3 of Deposition. Feel free to, of course. But take a
4 second, if you would, to look over the Adjustable Rate
5 Note and review it, please.

6 MS. STROMEYER: You just want her to review
7 it, she's not looking for anything in particular?

8 MR. GADDIS: No.

9 THE WITNESS: You might note that nowhere on
10 here is my signature or my initial. I haven't seen it
11 before.

12 MS. STROMEYER: Wait until he asks the
13 question. He just asked to you review it.

14 BY MR. GADDIS:

15 Q All right, Dr. Halloran. Now that you've had
16 a chance to review some of the terms, provisions of the
17 Adjustable Rate Note and the Deed of Trust, I'd like to
18 turn to Defendant's 1, the Adjustable Rate Note.

19 Right under Section 1, do you see where it
20 says Borrower's Promise to Pay?

21 A No. Oh, right. Yeah.

22 Q Okay. Now, correct me if I read this wrong.
23 "In return for a loan that I have received, I promise
24 to pay U.S. \$905,000, plus interest, to the order of
25 the Lender."

1 Did I read that correctly?

2 A Yes.

3 Q So this is a \$905,000 note; is that correct?

4 MS. STROMEYER: The document speaks for
5 itself.

6 MR. GADDIS: Okay.

7 Q Now, this is an adjustable rate note.

8 Are you familiar with that term?

9 A I'm familiar with the term.

10 Q Okay. So you understand that the interest
11 actually adjusts on this note?

12 A I did not know that before I read this.

13 Q Okay. If we can turn to the second page,
14 Page 2 of 4.

15 On the very top, it states, "Interest Rate
16 and Monthly Payments Changes."

17 Do you see that?

18 A Yes.

19 Q Do you see where it states when the interest
20 rate will actually adjust on this note?

21 A December 1st, 2016.

22 Q Right here at the top, under 4, 4A, "Change
23 Dates."

24 Does it read that it will change
25 November 1st, 2011?

1 MS. STROMEYER: That's what the document
2 says.

3 THE WITNESS: Yeah.

4 BY MR. GADDIS:

5 Q So now after reviewing this document, is it
6 your understanding that, under the terms of the
7 original note, the interest rate would have adjusted
8 November 1st, 2011?

9 MS. STROMEYER: Objection. The document
10 speaks for itself.

11 BY MR. GADDIS:

12 Q Are you a signatory on this adjustable rate
13 note?

14 A On this note here?

15 Q Yes, Doctor.

16 A My name is nowhere on it.

17 Q Okay. Who has signed this?

18 A Bernard V. Ward.

19 Q Okay. Now, if we could turn to the Deed of
20 Trust, it's Defendant's Exhibit 2.

21 Without going through the terms, I'm just
22 going to ask, are you a signatory on the Deed of Trust?

23 A As you can read, my name is right there.

24 Q So is that a yes, you are a signatory on this
25 Deed of Trust?

1 A The document speaks for itself.

2 Q Is that your signature, ma'am?

3 A Yes, it is. And please don't call me ma'am.

4 Q I apologize. It's more of a habit. I really
5 don't mean any offense by it.

6 Are you aware that, in May 2007, there was a
7 HELOC -- when I say HELOC, I mean Home Equity Line of
8 Credit -- taken out on the subject property?

9 A Say that again.

10 Q In May of 2007, there was a Home Equity Line
11 of Credit taken out covering the subject property.

12 Were you aware of that?

13 A I don't think so.

14 Q Are you aware that, in December 2007, a
15 subsequent Deed of Trust was taken out covering the
16 subject property for \$125,000?

17 A No.

18 Q Did you handle any of the finances for the
19 house?

20 MS. STROMEYER: Objection. Vague and
21 ambiguous as to finances.

22 BY MR. GADDIS:

23 Q Do you understand my question?

24 A No.

25 Q Did you pay -- were you in charge -- excuse

1 me.

2 Were you in charge of paying bills?

3 A Some.

4 Q Some. Do you recall which bills you were in
5 charge of paying?

6 MS. STROMEYER: Can you please specify a time
7 frame.

8 BY MR. GADDIS:

9 Q In 2006.

10 A Can I -- can I remember every bill I paid in
11 2006? No.

12 Q Okay. Did you pay electricity bills in 2006?

13 A Sometimes.

14 Q Did you pay gas bills in 2006?

15 A Sometimes.

16 Q Did you pay car payments in 2006?

17 A Sometimes.

18 Q Did you make payments on the mortgage at any
19 time in 2006?

20 A Sometimes.

21 Q How about in 2007 with regards to the
22 mortgage?

23 A Sometimes.

24 Q How about 2008 with regards to the mortgage?

25 A Sometimes.

1 Q How about 2009 with regards to the mortgage?

2 A Yes.

3 Q How about 2010 with regards to the mortgage?

4 A Yes.

5 Q When did you start having difficulties making
6 your timely mortgage payments on the Deed of Trust?

7 A On the Deed of Trust or the mortgage?

8 Q Let's go with the mortgage.

9 A Actually, I don't understand the difference
10 between Deed of Trust and mortgage.

11 MS. STROMEYER: That's fine. If you don't
12 understand, ask him to clarify what he's talking about.

13 THE WITNESS: What are you talking about?

14 BY MR. GADDIS:

15 Q When did you start having trouble making your
16 mortgage payments?

17 MS. STROMEYER: Lacks foundation.

18 Do you recall?

19 THE WITNESS: It was spring -- late spring,
20 early summer, I think, of 2010.

21 BY MR. GADDIS:

22 Q Do you recall what issues in your life in the
23 spring or summer of 2010 made it difficult for you to
24 make your timely mortgage payments?

25 A I'm a single mother of a youngster who was

1 diagnosed with cancer.

2 Q Is it my understanding that you're saying
3 that you had hospital bills that made it difficult to
4 make your timely mortgage payments?

5 A Partially.

6 Q Partially.

7 Are there other issues besides the partial
8 hospital bills that made it difficult for you to make
9 your timely mortgage payments in the spring or summer
10 of 2010?

11 A Have you ever been the sole supporter of a
12 child with cancer?

13 Q No. And that was not my question, ma'am.

14 Excuse me, Doctor. I apologize. Doctor.

15 A There's quite a lot of stuff to do when your
16 child has cancer. I'm the sole emotional support of
17 the whole family. I'm dealing with not only medical
18 costs financially but emotionally.

19 Things that would be routine are no longer
20 routine. Things that are easy to do when you are just
21 being a mother and a doctor are no longer easy to do.

22 Q I understand. Were there other financial
23 considerations, such as loss of income that the
24 household experienced?

25 A Yes.

1 Q Can you describe some of those financial
2 issues.

3 Do you understand my question, ma'am? Excuse
4 me, Doctor.

5 MS. STROMEYER: Do you mind if we -- I know a
6 question is pending, but do you mind?

7 MR. GADDIS: That's fine, that's fine.

8 (Short Break Taken.)

9 THE WITNESS: My husband lost his job.

10 BY MR. GADDIS:

11 Q Do you recall when your husband lost his
12 employment?

13 A No. Not the precise date.

14 Q Do you remember the time of year?

15 A No.

16 Q Do you remember the year?

17 A No. Not precisely.

18 Q That's fine.

19 MR. GADDIS: I'd like to introduce as
20 Defendant's Number 4 a copy of the complaint in Case
21 Number CGC-11-511574.

22 (Deposition Exhibit 4 was marked for
23 identification by the court reporter.)

24 BY MR. GADDIS:

25 Q Doctor, have you seen this document before?

1 A Yeah.

2 Q Would you like a minute to just kind of
3 review it?

4 A Am I getting quizzed on it?

5 Q Would you like a minute to review it?

6 A No.

7 Q Okay. Let's look at Paragraph Number 13.
8 It's Page 3.

9 Paragraph 13 states, "Plaintiffs make each
10 payment due under the mortgage loan."

11 Did I read that correct?

12 A Correctly, yes.

13 Q Is that still your contention, that you have
14 made all payments due under the mortgage loan?

15 MS. STROMEYER: Objection.

16 BY MR. GADDIS:

17 Q As of the filing of this complaint?

18 MS. STROMEYER: I'm going to object that, A,
19 that asks for all Plaintiffs' contentions, which are in
20 the proper venue for a contention interrogatory.

21 I'm also going to object that that statement
22 is read in the entire -- complete as a whole, and taken
23 out of context. Plaintiff may not be able to respond
24 to that.

25 You can respond to that if you can.

1 It may also call for attorney-client work
2 product information.

3 BY MR. GADDIS:

4 Q Do you understand the question?

5 THE WITNESS: Am I supposed to answer?

6 MS. STROMEYER: I'm going to say no to that
7 one, actually.

8 MR. GADDIS: On what grounds, Counselor?

9 MS. STROMEYER: That you're asking whether or
10 not that's a statement -- whether or not she's
11 supporting that contention.

12 Can you repeat that question, please.

13 BY MR. GADDIS:

14 Q Sure. In Paragraph 13 in your complaint
15 against GMAC, you state that you have made payments due
16 under the mortgage loan.

17 Is that correct? This complaint was filed
18 June 8th, 2011.

19 MS. STROMEYER: And the question is did she
20 make payments due under the loan?

21 THE WITNESS: I made payments due under the
22 loan but not until this date. GMAC started sending my
23 checks back.

24 BY MR. GADDIS:

25 Q As of June 8, 2011?

1 A I don't know the specific date.

2 Q Okay. I ask you this because it says,
3 "Plaintiffs made each payment due under the mortgage
4 loan."

5 And I'm asking if you made each payment due
6 under the mortgage loan up until June 8th, 2011.

7 A I don't recall.

8 Q Let's look at Paragraph 15.

9 "In approximately May, 2009, Plaintiffs began
10 experiencing financial difficulties in making their
11 monthly payments."

12 Did I read that correctly?

13 A Yes, you did.

14 Q Does this refresh your memory as to when
15 either your husband lost his job or you had difficulty
16 making payments?

17 A No.

18 Q Let's look at Paragraph 16.

19 "In or about December 2009, GMAC began
20 non-judicial foreclosure procedures related to the
21 subject property."

22 Did I read that correctly?

23 A Yes.

24 Q Do you recall any of those nonjudicial
25 foreclosure procedures --

1 A No.

2 Q -- in December of 2009?

3 A I just said no.

4 Q Thank you.

5 MS. STROMEYER: Try and wait for him to
6 finish his question. It will make for a clearer
7 transcript.

8 THE WITNESS: Well, he said it twice.

9 BY MR. GADDIS:

10 Q Do you recall what your phone number was --
11 let me restate.

12 Did you have a landline in 2009 at the
13 subject property?

14 A Yes.

15 Q Do you recall what that phone number was?

16 A I'm not getting why you're asking that.

17 Q That's not for you to decide.

18 Do you recall what the phone number was?

19 A Yes.

20 Q Can you state what your landline phone number
21 was in 2009?

22 A 731-8936.

23 Q And what's the area code for that one?

24 A San Francisco.

25 Q Is that a 415 area code?

1 A Correct.

2 Q Is that the same number as of today?

3 A Yes.

4 Q Was it the -- so it's been the continuous
5 phone number from 2009 up until this point; is that
6 correct?

7 A Actually, since 1960.

8 Q 1960. Do you recall if Mr. Ward had a cell
9 phone number in 2009?

10 MS. STROMEYER: Objection. Irrelevant.

11 MR. GADDIS: Can we go off the record real
12 quick.

13 (Short discussion off the record.)

14 THE WITNESS: I don't recall what his phone
15 number was.

16 BY MR. GADDIS:

17 Q Okay. I won't ask you what your cell phone
18 was, though. That would probably be unnecessary.

19 Did you ever have communications with GMAC --

20 A Not to my knowledge.

21 Q I'm sorry. I tend to ask half a question --
22 I'll try to formulate the whole question without a
23 pause.

24 Prior to April of 2011, did you have
25 communications with GMAC?

1 MS. STROMEYER: Objection. That's vague and
2 ambiguous to the extent that you were probably making
3 payments to GMAC.

4 Does that constitute communications?

5 MR. GADDIS: I'll clarify. That's fine.

6 Q Outside of making mortgage payments, prior to
7 April of 2011, did you have communications with GMAC?

8 A Not to my knowledge.

9 Q Not to your knowledge.

10 Is it your understanding that, prior to April
11 of 2011, outside of mortgage payments, any
12 communication that would have gone or have been made to
13 GMAC would have been made by your husband, Mr. Ward?

14 A I don't understand that question.

15 Q Sure, that's fine.

16 If there was an issue with mortgage payments,
17 would you have been the one to contact GMAC, or would
18 that have been something your husband normally would
19 have done?

20 A I've never talked to GMAC, so I can't tell
21 you what my husband would have done.

22 Q That's fine.

23 Just to clarify, when you say you've never
24 talked to GMAC, are you including --

25 MS. STROMEYER: No, she's not --

1 BY MR. GADDIS:

2 Q -- any communication post 2011 up to this
3 point?

4 MS. STROMEYER: No. Objection. Because that
5 includes attorney-client communications and
6 communications by your authorized agents to GMAC.

7 THE WITNESS: No.

8 BY MR. GADDIS:

9 Q No, okay. In order -- let me clarify.

10 I'm not asking you -- even if my question is
11 ambiguous -- to ever tell me anything that you and your
12 attorneys have talked about. That is attorney-client
13 privilege. And I'm sure your counsel will object.

14 In this case, I'm asking if you had any
15 communication yourself with GMAC after April of 2011.

16 A No.

17 Q No.

18 MS. STROMEYER: Can I back up with that.

19 By communications with GMAC, are you
20 including communications from GMAC, or just
21 communications that she initiated?

22 THE WITNESS: I have never spoke to GMAC.

23 MR. GADDIS: Okay.

24 MS. STROMEYER: Okay.

25 MR. GADDIS: That's fine.

1 THE WITNESS: At least I don't recall.

2 MR. GADDIS: I'd like to introduce

3 Defendant's 5. It is Bates stamped Number WARD 000167.

4 (Deposition Exhibit 5 was marked for

5 identification by the court reporter.)

6 BY MR. GADDIS:

7 Q I apologize. These columns aren't numbered,

8 so I'll do my best to point out.

9 If you would look at Line 8, the eighth line

10 from the top. It should be dated 9/11/2009.

11 Do you see that, Doctor?

12 A Yes.

13 Q And to the far right, there's a statement

14 saying, "Delinquent 30 days."

15 Do you see that, Doctor?

16 A Yes.

17 Q Is it your understanding that, as of

18 9/11/2009, your mortgage loan was delinquent 30 days?

19 MS. STROMEYER: Objection. This document was

20 not prepared by Plaintiffs. It lacks foundation.

21 If it refreshes your recollection, please let

22 him know.

23 THE WITNESS: No.

24 BY MR. GADDIS:

25 Q Do you recall at all in 2009 having trouble

1 making your mortgage payments?

2 A No.

3 Q Do you recall in 2009 making any mortgage
4 payments?

5 A Yes.

6 Q If you recall, can you tell me what months
7 you made mortgage payments --

8 A No.

9 Q -- in the calendar year of 2009?

10 A No.

11 MR. GADDIS: I'd like to offer into evidence
12 Defendant's 6.

13 (Deposition Exhibit 6 was marked for
14 identification by the court reporter.)

15 MR. GADDIS: This is Bates stamped WARD
16 000172.

17 BY MR. GADDIS:

18 Q If you could look at Line 12 from the bottom.
19 This should be dated January 15th, 2010.

20 Do you see that, Doctor?

21 A Yes.

22 Q Do you see where the statement reads,
23 "Delinquent 60 days"?

24 A Yes.

25 Q Do you recall in January of 2010 having

1 failed to make mortgage payments --

2 A No.

3 Q -- on the subject property?

4 A No.

5 (Telephonic Interruption.)

6 MR. GADDIS: And, Doctor, I understand your
7 profession. If you need to step out and take a phone
8 call, please do so.

9 I would like to introduce as Defendant's No.
10 7 a document Bates stamped WARD 000174.

11 (Deposition Exhibit 7 was marked for
12 identification by the court reporter.)

13 (Telephonic Interruption.)

14 MR. GADDIS: Let's go off the record.

15 (Short Break Taken.)

16 BY MR. GADDIS:

17 Q Going from the top now, let's look at Line 12
18 from the top.

19 This is dated February 23rd, 2010.

20 Do you see that, Doctor?

21 A Yes.

22 Q And the statement on the right-hand side
23 reads, "Delinquent 90 days;" is that correct?

24 A Correct.

25 Q Do you recall in February of 2010 having

1 failed to make three months' of mortgage loan payments
2 on the subject property?

3 A No.

4 Q Maybe I can make this easier with just one
5 question. Do you ever recall being delinquent on the
6 mortgage loan covering the subject property?

7 A Were you listening when we talked about my
8 son?

9 Q Ma'am, do you ever recall being delinquent on
10 the mortgage payments covering the subject property?

11 A I answered the question already.

12 Q Do you recall what that answer was?

13 THE WITNESS: Do you want to read it back to
14 him?

15 THE REPORTER: I don't know which answer you
16 would like me to read back.

17 THE WITNESS: My son had cancer. I was
18 rather overwhelmed as a single mother.

19 BY MR. GADDIS:

20 Q Ma'am, I understand that. I'm asking if you
21 recall being delinquent on the subject loan covering
22 the subject property.

23 A I don't recall precisely how many days it
24 was. I can tell you precisely when I diagnosed him. I
25 can recall precisely many things.

1 Do I precisely remember how many days I was
2 late with the mortgage? No.

3 MR. GADDIS: We're going to go off the
4 record.

5 (Short Break Taken.)

6 MR. GADDIS: I'd like to introduce as
7 Defendant's Number 8 a recorded document entitled,
8 Notice of Default -- off the record for a minute.
9 Excuse me.

10 (Short Break Taken.)

11 MR. GADDIS: I'd like to introduce
12 Defendant's 8, recorded document entitled Notice of
13 Default and Election to Sell Under Deed of Trust.

14 (Deposition Exhibit 8 was marked for
15 identification by the court reporter.)

16 BY MR. GADDIS:

17 Q Doctor, please take a second to review that
18 document, if you would.

19 MS. STROMEYER: Are you okay? Ready?

20 BY MR. GADDIS:

21 Q Doctor, after reviewing this document,
22 Defendant's 8, Notice of Default and Election to Sell
23 Under Deed of Trust, does it refresh your recollection
24 as to when you were actually in default concerning the
25 mortgage loan?

1 A No.

2 Q Would it help if I directed your attention to
3 the second full paragraph that starts "This amount is
4 \$17,806.02"?

5 A No.

6 Q It does not help refresh your recollection?

7 A I just answered.

8 MR. GADDIS: Okay. We'll just go ahead and
9 point out that the Notice of Default identifies that,
10 as of May 24th, 2010, the borrower was \$17,806.02 in
11 arrears.

12 MS. STROMEYER: Objection. The document
13 speaks for itself.

14 MR. GADDIS: Okay.

15 Q Doctor, is Tim Halloran your brother?

16 A Relevance?

17 Q Is Tim Halloran your brother, Doctor?

18 A Is -- is that relevant to this case?

19 Yes, he's my brother.

20 Q Okay. Is he your older brother or younger
21 brother?

22 Do you understand my question?

23 A I do. You're asking me to reveal my age?

24 Q No, I'm asking you if Tim Halloran is your
25 older brother. How about that?

1 A No.

2 Q Is Tim Halloran your younger brother?

3 A Obviously.

4 Q Okay, Tim Halloran is your younger brother,
5 great.

6 Did you -- let me restate.

7 Do you recall when you contacted Tim Halloran
8 to contact GMAC on your behalf?

9 A No.

10 Q Are you aware that, in your complaint,
11 Paragraph Numbers 17, 18 and 19 -- if you could, just
12 for a second, review Paragraphs 17, 18 and 19.

13 Do these paragraphs refresh your recollection
14 as to when you contacted Tim Halloran to contact GMAC
15 on your behalf?

16 A Not precisely.

17 Q Do you recall that, in August 2010,
18 Mr. Halloran contacted GMAC on your behalf?

19 A I can't tell you when he did that. You would
20 have to ask him.

21 Q Did you ask Tim Halloran to contact GMAC on
22 your behalf?

23 MS. STROMEYER: Objection. Attorney-client
24 privilege.

25 You can answer if it doesn't include any

1 conversations between you and Mr. Halloran regarding
2 this litigation.

3 THE WITNESS: Ask that again.

4 BY MR. GADDIS:

5 Q Did you contact Mr. Halloran -- excuse me,
6 Tim Halloran -- let me restate.

7 Did you request that Tim Halloran contact
8 GMAC mortgage on your behalf?

9 MS. STROMEYER: Objection. May call for
10 attorney-client privilege and work product information.

11 You can answer if you do not disclose any of
12 the communications between you and Mr. Halloran related
13 to this litigation.

14 THE WITNESS: I wouldn't know how to answer
15 without revealing something.

16 BY MR. GADDIS:

17 Q I'm not asking the substance of any
18 conversation; I'm asking if you made a request to
19 Mr. Halloran to contact GMAC on your behalf.

20 A I think that would be revealing what I
21 shouldn't reveal.

22 MR. GADDIS: Counselor, are you contending
23 that all communications, even those preceding the
24 filing of this complaint in the lawsuit are covered by
25 attorney-client privilege with regards to

1 communications between Dr. Halloran and Tim Halloran?

2 MS. STROMEYER: Related to the -- yes,
3 related to the subject matter.

4 BY MR. GADDIS:

5 Q Doctor, did all loan modification
6 conversations concerning modification of the 2006 Deed
7 of Trust take place between Tim Halloran and GMAC
8 and/or its employees?

9 MS. STROMEYER: Objection. Vague and
10 ambiguous as to time.

11 BY MR. GADDIS:

12 Q Do you understand my question, Doctor?

13 A No.

14 Q In 2010, is it your understanding that any
15 negotiation concerning modification of the 2006 Deed of
16 Trust took place between Tim Halloran and GMAC?

17 A I have no way of knowing that.

18 Q At any time in 2010, did you have a
19 communication with GMAC regarding modification of the
20 2006 Deed of Trust?

21 MS. STROMEYER: And by communication, you
22 mean verbal communication?

23 MR. GADDIS: At this point, any type of
24 communication.

25 THE WITNESS: Not to my knowledge.

1 BY MR. GADDIS:

2 Q In 2011, did you have any communication with
3 GMAC concerning modification of the 2006 Deed of Trust?

4 A They sent me a note at some point in that
5 year that if I made three payments in February, March
6 and April, I think, that they would reconsider the
7 loan. And I sent those checks, and I had no verbal
8 communication with anybody.

9 Q Were those three checks and receipt of the
10 note, as you're referencing it, the only communications
11 you had with GMAC?

12 A To my knowledge.

13 Q Doctor, do you have Power of Attorney over
14 one Bernard Ward?

15 A Bernard Ward.

16 Q Bernard, excuse me.

17 MS. STROMEYER: Objection. May call for a
18 legal conclusion. But to the best of your knowledge,
19 you can answer that.

20 THE WITNESS: Yeah.

21 BY MR. GADDIS:

22 Q Do you recall when Mr. Ward executed that
23 Power of Attorney in your name?

24 A I don't recall.

25 Q Let's turn to your complaint again, and

1 that's Defendant's 4. It's still in front of you. And
2 review Paragraphs 20 through 24. I believe these
3 reference the note from GMAC that you mentioned a
4 second ago.

5 Paragraph 20 identifies that, "On or about
6 January 14th, 2011, Plaintiffs and GMAC entered into a
7 written Repayment Agreement." And that Repayment
8 Agreement is attached as Exhibit 1 to the complaint.

9 Let's review Exhibit 1, if you would. Please
10 take a second and review Exhibit 1, if you'd like. Or
11 not.

12 Let's look at the second full paragraph,
13 please. And it states, "Borrower acknowledges that
14 Lender is the legal holder and the owner, or
15 agent/servicer for the legal holder and owner, of the
16 Note and Security Instrument and further acknowledges
17 that if Lender transfers the Note, as amended by this
18 Agreement, the transferee shall be the Lender as
19 defined in this Agreement."

20 Did I read that correctly?

21 A Yes.

22 Q Do you see where the very first line of that
23 paragraph states that, "Lender is identified as the
24 legal holder and the owner or the agent/servicer for
25 the legal holder and owner"?

1 MS. STROMEYER: You're asking her if that's
2 what that document says?

3 MR. GADDIS: I'm asking her if she sees that,
4 yes.

5 THE WITNESS: Yeah, I can read.

6 BY MR. GADDIS:

7 Q Okay, thank you.

8 Let's jump over to Paragraph 41 of your
9 complaint, please.

10 Paragraph 41 reads, "At all times, GMAC
11 represented to Plaintiffs and Plaintiffs' agents that
12 they were the lender and held the promissory note and
13 had the actual and final authority to enter into
14 contracts related to the mortgage loan for the subject
15 property."

16 Did I read that correctly, Doctor?

17 A Yes.

18 Q Let's go back to Paragraph 25 of the
19 complaint, please.

20 Paragraph 25 reads, "On or about April 21,
21 2011, an individual who identified himself as an agent
22 at Loss Mitigation at GMAC informed counsel for
23 Plaintiff in a telephone conference that Plaintiffs
24 have been approved as of April 21, 2011 for a permanent
25 modified transitional modification to the loan with an

1 APR of 2.88 percent."

2 In this telephone conference, were you
3 present, Doctor?

4 A No.

5 Q How did you first learn that you were
6 approved for a modified mortgage?

7 A My attorney called me.

8 Q He called you.

9 Did he call you on April 21st, 2011 --

10 A I don't --

11 Q -- do you recall?

12 A I don't recall the date.

13 Q Did Mr. Halloran tell you over the phone the
14 proposed terms of the modification?

15 A Yes.

16 Q Do you recall what the proposed terms of that
17 modification were?

18 A Not precisely.

19 Q Let's please turn to Exhibit 3 of the
20 complaint. It should be a letter dated April 22nd,
21 2011.

22 If you could read out loud that second full
23 paragraph for the record, please.

24 A Who are you addressing?

25 Q You, Doctor.

1 A "I understand that, while it has been
2 approved, the paperwork may not arrive in time for a
3 May 1 payment date, and that my clients will proceed to
4 make the first payment on May 1 in a timely basis."

5 Q Did Mr. Halloran ever explain to you what he
6 believed the paperwork as identified in that paragraph
7 to be?

8 MS. STROMEYER: Objection. May call for
9 attorney-client communication.

10 MR. GADDIS: Counsel, are you instructing her
11 not to answer on that?

12 MS. STROMEYER: If you can answer without --

13 THE WITNESS: I can't answer the question.

14 BY MR. GADDIS:

15 Q For clarification sake, are you saying you
16 can't answer the question because you do not recall or
17 because you're nervous or anxious of divulging
18 privileged information?

19 A Both.

20 Q Did Mr. Halloran have conversations with you
21 about the alleged proposed modification of your
22 mortgage loan?

23 A I can't answer the question.

24 Q Why can't you answer that question, Doctor?

25 A Because I would be divulging something

1 between myself and my attorney.

2 MS. STROMEYER: You can tell him whether or
3 not you had the conversations; don't tell him the
4 content of the conversations.

5 BY MR. GADDIS:

6 Q Would you like me to restate the question?

7 A We had a conversation about it.

8 Q Okay. What did you guys talk about in that
9 conversation?

10 A That I'm not telling you. It's
11 attorney-client privilege.

12 Q Okay. What were your expectations with
13 regards to the proposed modification of your 2006 Deed
14 of Trust?

15 A Can you state that more specifically?

16 Q I will attempt.

17 What were your expectations as to agreeable
18 terms concerning any proposed modification of your 2006
19 Deed of Trust?

20 A What were my expectations?

21 Q Uh-huh.

22 A Define that.

23 Q You don't understand my question?

24 A Expectations?

25 Q Of the terms of any proposed modification to

1 the 2006 Deed of Trust.

2 A My expectations were for the contract to be
3 modified, as they stated to my attorney. My
4 expectation was for GMAC to live up to the contract
5 they made. My expectation was to keep my home.

6 Is there any other expectation that you would
7 like me to delineate?

8 Q Yes, there are.

9 A What?

10 Q Prior to the communications that you claim
11 were privileged of April 21st and 22nd, there had been
12 no proposed modification, correct?

13 A I don't know.

14 Q My question has to do with what terms were
15 you expecting to be able to pay on a modified mortgage
16 loan?

17 A I don't know.

18 Q You don't know because you are
19 unknowledgeable of the terms of the Deed of Trust?

20 A I don't know what you're asking.
21 Expectations. It's such a broad term.

22 What are you getting at?

23 Q Of the terms.

24 A What are you getting at? You're not --
25 you're not understandable.

1 Q Okay. The -- let's look at Defendant's
2 Exhibit No. 2. I believe that's the Deed of Trust.
3 And let's also pull Defendant's Exhibit No. 1, which is
4 the Adjustable Rate Note.

5 Let's look at the Adjustable Rate Note first.
6 Let's look at Paragraph 1, "Borrower's Promise to Pay."
7 The document states that you promise to pay \$905,000
8 back to the lender; is that correct?

9 MS. STROMEYER: Objection. The document
10 speaks for itself.

11 BY MR. GADDIS:

12 Q My question is, you have a \$905,000 note and
13 Deed of Trust.

14 Did you have any expectations as to the
15 amount, the principle amount, on a modified mortgage?

16 A No.

17 Q Let's look at Paragraph No. 2 under
18 "Interest."

19 The document states that there's an initial
20 fixed interest rate of 7.250 percent.

21 My question is, did you have any expectations
22 as to an interest rate --

23 A No.

24 Q -- for a modified mortgage?

25 A No.

1 Q Let's look at Paragraph -- excuse me,
2 Section 3B.

3 It states that the initial monthly payment
4 under your 2006 adjustable rate note would be
5 \$2,740.57.

6 My question is, did you have any expectations
7 as to an estimated monthly mortgage payment for any
8 modified mortgage?

9 A No.

10 Q Let's stay under Section 3, go to 3A.

11 It states that the maturity date under your
12 Adjustable Rate Note is November 1, 2046.

13 My question is, did you have any expectation
14 as to a maturity date under a modified mortgage note?

15 A No.

16 Q Do you recall in May of 2010 what your
17 obligated monthly mortgage payments were under the 2006
18 Deed of Trust?

19 A No.

20 Q Doctor, if you had no expectations of what
21 terms would be agreeable under the modified Deed of
22 Trust, how would you be able to judge what you could
23 could afford under a modified Deed of Trust?

24 A What are you asking me?

25 Q Do you not understand that question?

1 A I do not understand your question.

2 Q You had no expectations --

3 A Can you not use expectations.

4 Q What about that term do you find confusing?

5 A It's such a broad term, I don't know what
6 you're asking me.

7 Q I believe you do, Doctor.

8 A No, I don't.

9 Q Okay. I'll try and come up with a better
10 term.

11 A Use a synonym.

12 Q Well, I'm probably not as bright as you, so
13 it takes me a moment to come up with something, so hold
14 on please.

15 A That's rather hostile.

16 MS. STROMEYER: Is now a good time for a
17 break because I can use a restroom --

18 MR. GADDIS: Yes.

19 (Short Break Taken.)

20 BY MR. GADDIS:

21 Q Doctor, my question is, how could you know if
22 an offered modified loan would be agreeable in terms of
23 your ability to repay that loan if you were unaware of
24 the original terms of the Deed of Trust?

25 MS. STROMEYER: Objection. Compound. Lacks

1 foundation.

2 BY MR. GADDIS:

3 Q Do you understand my question?

4 A No.

5 Q When Tim told you -- excuse me.

6 When Mr. Tim Halloran told you the terms as
7 offered under the proposed modified mortgage, how did
8 you know if you were going to be able to abide by those
9 new terms and make timely monthly payments?

10 MS. STROMEYER: Objection. Assumes facts not
11 in evidence. Lacks foundation.

12 BY MR. GADDIS:

13 Q Do you understand my question?

14 A Are you asking me what my salary is?

15 Q No. We'll get to that.

16 I'm asking if you had any ability to
17 understand the proposed modified terms.

18 A The -- if somebody handed me a piece of paper
19 that's saying this is the loan amount you have to pay,
20 I know what my salary is, and I know what I can pay.

21 Q Okay. Did you make that determination when
22 Tim told you the terms -- the proposed terms under the
23 alleged modification?

24 A Do I know what my salary is and what I can
25 cover? Yeah.

1 Q That's not what my question was.

2 A Then you're going to have to restate the
3 question.

4 Q Okay.

5 A Because I don't understand it.

6 Q When Tim told you those terms, did you --

7 A Are you talking about this -- these terms?

8 Q No, that's fine. Let me be more precise.

9 Let's look at the letter dated April 22nd,
10 2011. I believe it's Exhibit 3 -- no, excuse me. Yes,
11 Exhibit 3 to the complaint.

12 Do you see where it lists terms?

13 A Yes.

14 Q Knowing your salary as you did in April 2011,
15 did you make the determination that, under these terms,
16 this was going to be a modified mortgage loan that you
17 could afford to make payments on?

18 A Yes.

19 Q Thank you.

20 That was based -- excuse me.

21 Was that based purely off your salary?

22 A The family income.

23 Q The family income.

24 What would be included in the title family
25 income?

1 A The two jobs I have to work to keep things
2 going and my husband's retirement.

3 Q Your husband's retirement.

4 Do you recall what the salary of the first
5 job would be?

6 A No, not off the top of my head.

7 Q Can you ballpark it for me?

8 A About a hundred thousand.

9 Q Would that be your position with -- I'm
10 sorry, I forget the hospital you're with.

11 A No, I'm not with a hospital; I'm with a
12 private office.

13 Q With a private office, okay.

14 What's the name of that office, Doctor?

15 A Pediatric Medical Group of San Francisco.

16 Q That's what I thought. I apologize for not
17 remembering.

18 So the hundred thousand --

19 A Approximately.

20 Q Approximately would be your salary with
21 Pediatric Medical Group of San Francisco.

22 What's the title of your second position?

23 A I'm still an M.D. It's Pediatric Referral
24 Group.

25 Q Can you describe some of your

1 responsibilities with the Pediatric -- I'm sorry, is it
2 Association of San Francisco?

3 A No. Pediatric Medical Group of
4 San Francisco.

5 Q Excuse me.

6 A I'm a doctor.

7 Q You're a doctor.

8 Does that mean you receive patients, treat
9 patients?

10 A Yes.

11 Q How does that differ from -- or it may not.

12 Can you describe some of your duties with the
13 Pediatric Referral Group.

14 A I see patients.

15 Q You see patients.

16 Is it a similar practice as to your practice
17 with Pediatric Medical Group of San Francisco?

18 A No, it's an after-hours group.

19 Q Okay. And do you recall ballpark about what
20 your salary was with that medical group?

21 A There is no salary; it's hourly.

22 Q Okay. What do you make an hour?

23 A Seventy-five dollars.

24 Q Approximately how many hours a week do you
25 work at the Pediatric Referral?

1 A It varies depending on shifts. I can't
2 estimate.

3 Q You can't estimate, okay. Is it 5 to 30
4 hours?

5 A No. It depends on when they need
6 pediatricians. We call it a moonlighting job.

7 Q Moonlighting job.

8 Do you recall -- and if you don't recall,
9 that's fine -- can you say approximately how many days
10 a week you do that?

11 A I -- it isn't days per week.

12 Q What would that be? Sorry.

13 A It's -- it's nights, it's evenings. And
14 sometimes it's once a month; sometimes it's once every
15 two months; sometimes it's twice a week. So it varies
16 depending on the need.

17 Q Okay. So those are the two positions of
18 employment that you currently hold.

19 Did you hold these positions of employment in
20 April of 2011, as well?

21 A Yes.

22 Q And there was another consideration of the
23 family income, correct?

24 A Yes.

25 Q What was that third consideration?

1 A My husband's retirement.

2 Q This would be his pension --

3 A Yes.

4 Q -- is that correct?

5 And do you recall what his pension amount is?

6 A I don't know what the yearly amount is. I
7 don't have it in here. It's about -- I want to say
8 about 3200 a month. And I could be wrong on specifics.

9 Q That's fine.

10 MR. GADDIS: I'm going to offer as
11 Defendant's 9 a letter from Mr. Timothy J. Halloran to
12 the Loss Mitigation Department dated August 24th, 2010.
13 This letter is Bates stamped WARD 000020 through WARD
14 000035.

15 (Deposition Exhibit 9 was marked for
16 identification by the court reporter.)

17 THE WITNESS: I can't read what it says
18 except for, "Please be aware." I have no idea what it
19 says.

20 MR. GADDIS: I understand. It's hard for me
21 to read, as well.

22 Q So the title page, the first full paragraph
23 reads, "Enclosed please find the request for loan
24 modification of Bernard Ward and Colleen Halloran. I
25 have also attached a copy of the legal authorization

1 for negotiation on behalf of my clients in this regard.
2 Please respond as soon as possible so that we may
3 discuss the potential loan modification.

5 Do I read that correctly, Doctor?

6 A Yes.

7 Q Do you recall Mr. Halloran sending this
8 packet to the Loss Mitigation Department on your
9 behalf?

10 A NO.

11 Q If you could turn to WARD 000022.

12 I know it's difficult to read, but if we can
13 look at the first block, and the very last section of
14 that block.

15 Do you see where it's handwritten with some
16 additional type?

17 A I can't read it.

18 Q Yeah, I'm sorry. It's terrible.

19 It states, "If there are additional
20 liens/mortgages or judgments on this property, please
21 name persons, company or firm and their telephone
22 numbers."

23 And it looks like someone has handwritten in
24 number one, "Chase Second Mortgage, \$58,000."

25 Do you see that?

1 A It could be.

2 Q Do you see right below that, where it's
3 number two, and it states, "Lien, \$100,000 from U.S.
4 District Court as bail for Bernard Ward"?

5 Do you see that, Doctor?

6 A Yes.

7 Q So these are the additional liens as of
8 filing -- I should say as of the submission of this
9 letter encumbering the subject property?

10 MS. STROMEYER: Objection. Lacks foundation.

11 Did you fill this out?

12 THE WITNESS: It looks like it could be my
13 handwriting, but I really can't read it.

14 BY MR. GADDIS:

15 Q Do you recall filling a modification packet
16 out?

17 A I do recall.

18 Q Okay. There's some more handwriting on 23,
19 if you could review that.

20 Is that your handwriting?

21 A I -- I do -- I can identify the bottom part
22 here. I can recall writing this. This is cut off. So
23 I don't know what that says.

24 Q After because of, that becomes illegible?

25 A And I can't read any of this stuff.

1 Q Are you able to discern if this is your
2 handwriting, Doctor?

3 A This is my handwriting. I don't know about
4 this.

5 MS. STROMEYER: By this, you mean the top
6 portion?

7 THE WITNESS: The top portion.

8 MS. STROMEYER: Just for the record.

9 MR. GADDIS: Fine, thank you.

10 Q And if you could turn to Ward 27.

11 Do you see the signature line, Doctor?

12 A That I can read.

13 Q Okay. Can you please read that into the
14 record.

15 A Colleen M. Halloran, Power of Attorney for
16 Bernard V. Ward. Colleen M Halloran, 8 something 10.

17 Q Okay. So that is your signature as Power of
18 Attorney for Mr. Ward under Borrower's signature block.
19 And then again, is that your signature under
20 Co-Borrower signature block?

21 A Yes.

22 Q If you could turn to Ward Number 31, please.

23 Can you identify that for the record?

24 A It looks like a pay stub.

25 Q Is that a pay stub from the Pediatric Medical

1 Group?

2 A Yeah. I think so. Yeah, it says it right
3 here.

4 Q There we go, thank you.

5 And does it give a basic -- excuse me -- a
6 pay rate? Does it identify pay rate?

7 A It identifies gross.

8 Q Does it identify a net pay?

9 A 3189 net pay.

10 Q \$3,189.94; is that correct, Doctor?

11 A Correct.

12 Q So as of August 2010, that's your net pay,
13 looks to be a bi-monthly pay schedule; is that correct?

14 A That's correct. There's been a pay raise
15 since then, but yeah.

16 Q Do you recall what that raise is?

17 A No.

18 Q Is it a couple hundred dollars raise or a
19 substantial thousand dollars raise?

20 A I don't recall.

21 Q Don't recall, that's fine.

22 MR. GADDIS: I'd like to offer Defendant's
23 10, a letter dated September 9th, 2010 from Timothy
24 Halloran to the Loss Mitigation Department identified
25 as WARD 000087 through WARD 000088.

(Deposition Exhibit 10 was marked for identification by the court reporter.)

BY MR. GADDIS:

Q Once again, it's in small print, but, Doctor, are you able to read this document?

A All right. What's your question?

MS. STROMEYER: Are you able to read the document?

THE WITNESS: Yes.

BY MR. GADDIS:

Q Let's look at the first page, the last paragraph, where it begins "Accordingly."

Do you see that, Doctor?

A Yes.

Q It says, "Accordingly, in order to avoid any further issues or potential litigation, my client is prepared to offer the following terms for resolution of this issue."

Term Number 1, "The total outstanding reinstatement balance is \$31,033.93 as of September 1, 2010, according to your company. My client will immediately pay \$6,800 of that sum, leaving a balance of \$24,233.93."

Did I read that correctly, Doctor?

A Yes.

1 Q Were you aware that, in September of 2010,
2 you were \$31,033.93 in arrears on your subject mortgage
3 loan?

4 A No.

5 Q Were you aware in September 2010 that you
6 were in arrears on your mortgage loan?

7 A Yes.

8 Q Let's look at Item Number 2 on the next page,
9 please.

10 "My client will continue to make monthly
11 payments of \$3,400, which includes an impound for taxes
12 and insurance."

13 Did I read that correctly, Doctor?

14 A Yes.

15 Q Had you begun making monthly payments of
16 \$3,400 prior to September 2010?

17 MS. STROMEYER: That's a little vague.

18 Immediately prior or at some point prior?

19 MR. GADDIS: I was going to get to that.

20 THE WITNESS: I don't recall.

21 BY MR. GADDIS:

22 Q You don't recall.

23 In August of 2010, do you recall making a
24 monthly mortgage payment of \$3,400?

25 A No.

1 Q At any time in the calendar year of 2010, do
2 you recall making a monthly mortgage payment of \$3,400?

3 A No.

4 Q Item Number 3, please. "My client will make
5 an additional payment of \$403 per month over five years
6 to pay off the arrearages on the sum. Totally monthly
7 payments beginning in October will be \$3,808.90."

8 Did I read that correctly?

9 A Yes.

10 Q So at that time -- let me restate.

11 Did you believe in September of 2010 that you
12 could make monthly mortgage payments of \$3,808.90 on
13 your monthly mortgage payments?

14 A I don't remember ever seeing this. But I
15 probably could have.

16 Q When you say you don't remember seeing this,
17 do you mean this document, Doctor?

18 A Yes.

19 Q Do you recall having conversations with Tim
20 Halloran about negotiating payments so as to pay off
21 your arrears due on your monthly mortgage?

22 A I don't recall specifically this number.

23 Q Do you recall taking part in drafting this
24 document?

25 A No.

1 MR. GADDIS: I'm going to offer as
2 Defendant's 11 a letter from Tim Halloran to the Loss
3 Mitigation Department dated November 10th, 2010
4 identified as WARD 000070 through WARD 000073.

5 (Deposition Exhibit 11 was marked for
6 identification by the court reporter.)

7 BY MR. GADDIS:

8 Q Feel free to review if you'd like.

9 MS. STROMEYER: Are you ready?

10 THE WITNESS: What's the question?

11 MS. STROMEYER: He just wants to give you
12 enough time. So when you're ready.

13 THE WITNESS: Yeah.

14 BY MR. GADDIS:

15 Q First paragraph, first page reads, "Pursuant
16 to our negotiations, enclosed please find a copy of
17 payroll and pension benefit deposits."

18 Did I read that correctly, Doctor?

19 A Yes, you did.

20 Q Do you know what negotiations Mr. Halloran is
21 referring to here?

22 A No.

23 Q Had you taken part in any negotiations with
24 GMAC concerning modification of your mortgage loan?

25 A No.

1 Q Had Mr. Halloran spoken to you about any
2 previous negotiations? When I say previous, I mean
3 prior to November 10th, 2010.

4 A I don't recall.

5 Q Let's turn to the third page. It should be
6 Bates stamped Ward 000072, but apparently that is cut
7 off. There is a page with no Bates stamp number.

8 Does this appear to be another pay stub from
9 the Pediatric Medical Group, Doctor?

10 A Appears to be.

11 Q And do you see where it identifies net pay?

12 A Yeah.

13 Q What's the amount under net pay, Doctor?

14 A 3357.87

15 Q Is that your current rate of pay, or have you
16 had another increase?

17 A I don't recall. I don't recall exactly.

18 Q That's fine. And the pension benefit there
19 we've been alluding to concerning your husband,
20 Mr. Ward, is that amount identified on the second page
21 of this document under Bates stamped number WARD 71?

22 A It doesn't give monthly. It's year to date.

23 Q But it's your understanding that the monthly
24 amount is approximately \$3200 a month?

25 A Approximately after they take taxes out.

1 Q Okay.

2 A Or -- 32 to 34, something like that.

3 Q Okay. I apologize, I spoke over you.

4 Did you say 32 to 34?

5 A Yeah. I don't know the precise amount
6 because I changed the register in my -- in my
7 checkbook. So I don't have the last deposit.

8 Q That's just fine.

9 Five more minutes, and we'll break.

10 MR. GADDIS: I'd like to offer Defendant's
11 12, a document dated November 16th, 2010. It's a
12 letter from Timothy J. Halloran to the Loss Mitigation
13 Department. It's identified as Ward 000080 through
14 WARD 000084.

15 (Deposition Exhibit 12 was marked for
16 identification by the court reporter.)

17 BY MR. GADDIS:

18 Q Once again, I apologize for the small print.
19 But, Doctor, if you'd like to review this document for
20 a moment.

21 A I can't read it.

22 Q Do you recall submitting financial documents
23 to your brother, Tim Halloran, so that he could submit
24 a modification package to the Loss Mitigation
25 Department at GMAC?

1 A I recall, but I don't know whether these are
2 they because I can't read them.

3 Q I understand.

4 Did you take any part in the drafting of the
5 November 16th, 2010 letter in front of you?

6 A No.

7 Q To back up, did you take any part in the
8 drafting of the November 10th, 2010 letter previously
9 identified as Defendant's Exhibit 11?

10 A No.

11 Q Once again, I apologize if you already
12 answered, but did you take part in the drafting of the
13 September 9th, 2010 letter identified as Defendant's
14 Exhibit 10?

15 A No.

16 MR. GADDIS: That's a fine place to stop
17 right there. Let's say come back at 1:15.

18 MS. STROMEYER: Okay.

19 (Lunch Break Taken.)

20 BY MR. GADDIS:

21 Q Let's turn to the complaint. I believe that
22 is Defendant's Number 4.

23 And let's look at Exhibit No. 3, please.
24 It's the April 22nd, 2011 letter.

25 Now, you may have already answered this

1 question. If you have, I apologize. But for
2 clarification sake, the conversation that is mentioned
3 in this letter was not a conversation that you were a
4 party to is that correct, Doctor?

5 A Correct.

6 Q And the information that was divulged in that
7 conversation concerning your mortgage -- excuse me,
8 concerning the modification of your mortgage was a
9 conversation between loss mitigation and Timothy
10 Halloran; is that correct?

11 MS. STROMEYER: If you know.

12 THE WITNESS: Well, it wasn't with me. I
13 don't know if it was with Tim.

14 BY MR. GADDIS:

15 Q And what information did Tim convey to you
16 about that conversation?

17 MS. STROMEYER: Objection. May call for
18 attorney-client communications.

19 However, to the extent it involves the terms
20 of the loan, if you relied on that as a communication
21 from your mortgage holder, GMAC, you can answer the
22 question.

23 THE WITNESS: I don't recall any specifics.
24 I -- I don't recall any specifics of the conversation.
25 I was between patients, and he called me and just said

1 they approved the modification. So it wasn't a long
2 conversation.

3 BY MR. GADDIS:

4 Q Okay. Did he express any terms in that
5 conversation that you recall?

6 A Not that I recall.

7 Q And do you remember -- let me restate, excuse
8 me. Did you discuss the terms of the proposed
9 modification with Mr. Halloran after he phoned you to
10 inform you that the modification had been approved?

11 A We probably did. I just don't remember when.

12 Q You don't remember a conversation like that
13 at all, Doctor?

14 A I -- I -- you know, he probably told me. I
15 just don't remember when or what the specifics were.

16 Q Okay. Did Mr. Halloran -- when I say
17 Mr. Halloran, I'm referring to Tim -- did he tell you
18 what paperwork you should be expecting concerning the
19 proposed modification of your mortgage loan?

20 A No. Not that I recall.

21 Q Do you have any understanding of what the
22 term the paperwork in the April 22nd, 2011 letter
23 references?

24 A No.

25 Q Did Tim ever tell you what they told him the

1 paperwork would be?

2 A I -- I really don't know. I don't recall.

3 Q Okay.

4 MS. STROMEYER: Can I talk to you for a
5 second?

6 THE WITNESS: Uh-huh.

7 (Short Break Taken.)

8 MR. GADDIS: Can you read the last question
9 and answer back, please.

10 (Record Read.)

11 MR. GADDIS: Thank you.

12 THE WITNESS: Can I go back for just a
13 second?

14 MR. GADDIS: Of course.

15 THE WITNESS: Although I don't remember a
16 specific conversation, he said there would be paperwork
17 coming, which I would assume to be something from the
18 company saying how much the mortgage was going to be,
19 what the terms were.

20 MR. GADDIS: Okay.

21 THE WITNESS: I don't remember specifically
22 when he told me that. And I can't tell you exactly
23 what he told me. But I was expecting papers confirming
24 the new contract.

25 Q Okay. I understand. And feel free, if you

1 feel like you need to amend an answer, give a fuller
2 answer to any question I ask, just let me know, and we
3 can always go back on the record and correct it. Don't
4 feel like you're stuck with your first answer.

5 Let's look at Paragraph 28 of the complaint,
6 please. That's Page 5. It reads, "On or about
7 April 28th, 2011, GMAC sent the paperwork --

8 A Where are you?

9 Q I'm sorry. Paragraph 28 --

10 A Okay.

11 Q -- start over.

12 "On or about April 28th, 2011, GMAC sent the
13 paperwork to Plaintiffs' counsel via United States mail
14 in the form of a letter confirming that the traditional
15 permanent loan modification was approved on April 21,
16 2011, with an effective date of May 1, 2011."

17 Did I read that first sentence correctly,
18 Doctor?

19 A Yeah.

20 Q So from your allegation, you believed the
21 letter dated April 28th, 2011 from GMAC and attached as
22 Exhibit 5 to your complaint to be the paperwork that
23 was referenced in Mr. Halloran's April 22nd letter?

24 MS. STROMEYER: Objection. Assumes facts not
25 in evidence. Lacks foundation. She wasn't the author

1 of Mr. Halloran's letter and doesn't know what
2 Mr. Halloran meant by the paperwork, and she's already
3 testified to that effect.

4 BY MR. GADDIS:

5 Q Doctor, to the extent you're alleging in
6 Paragraph 28 that that is, in fact, the paperwork?

7 MS. STROMEYER: Again, just because the word
8 paperwork is used in two different places, that doesn't
9 necessarily mean it means the same thing. She doesn't
10 know what Mr. Halloran meant, and she's already
11 testified to that effect.

12 Have you reviewed that?

13 THE WITNESS: Yes, I've read that.

14 MS. STROMEYER: Okay.

15 BY MR. GADDIS:

16 Q And my question, Doctor, is it your
17 understanding that this letter is, in fact, the
18 paperwork as referenced in April 22nd, 2011 letter from
19 Mr. Halloran?

20 A I'm not really sure what paperwork GMAC was
21 talking about, but that's the only paperwork that I
22 saw.

23 Q Okay. And it's also your allegation that
24 this, in fact, is the loan modification agreement, this
25 April 28th, 2011 letter; is that true?

1 A It sure looks like it to me.

2 Q So this, in your mind, was the paperwork that
3 you were expecting from GMAC regarding the modification
4 agreement concerning your mortgage loan?

5 MS. STROMEYER: Objection. Misstates her
6 testimony.

7 THE WITNESS: I don't know what paperwork was
8 alluded to here. The only paperwork I saw was that
9 letter.

10 BY MR. GADDIS:

11 Q Is there a signature on the April 22nd, 2011
12 letter?

13 MS. STROMEYER: That's Exhibit 5?

14 MR. GADDIS: Yes, ma'am.

15 THE WITNESS: Where is that? Is there a
16 signature on it?

17 BY MR. GADDIS:

18 Q Uh-huh.

19 A There are two initials.

20 Q What do those initials read, please?

21 A DC.

22 Q Do you have any idea who DC is?

23 A I didn't write the letter. I don't know who
24 DC is.

25 Q Okay. Is your signature on this letter

1 anywhere?

2 A No.

3 Q Is Mr. Ward's signature on this letter
4 anywhere?

5 A No.

6 Q Is Mr. Halloran -- Mr. Timothy J. Halloran's
7 signature on this letter anywhere?

8 A No.

9 Q Let's go back to Exhibit 3 quickly, please.

10 A Does that --

11 Q Is your signature on this document?

12 A No.

13 Q Is Mr. Ward's signature on this document?

14 A No.

15 Q Who is the only signature that you see on
16 this document?

17 A Timothy Halloran.

18 Q And this April 22nd, 2011 letter, did you
19 take any part in drafting this letter?

20 A No.

21 Q Did you know that Mr. Halloran was sending
22 this letter off on your behalf?

23 A I knew he was going to send a letter off. I
24 did not type it. I did not preapprove it. I did not
25 proofread it. I knew he was going to send a letter.

1 Q I understand.

2 Sorry to keep flipping back and forth on you,
3 but if we could go back to Exhibit 5.

4 Do you see any term referenced in this
5 document as to the maturity date of your mortgage loan?

6 A No.

7 Q Do you see any term in this document
8 referencing the modified principle under a modified
9 mortgage loan?

10 A It says it includes the principle and
11 interest.

12 Q Now, correct me if I read this wrong, but as
13 indicated -- let me start over. This is the second
14 full sentence of the second full paragraph, which
15 reads, "As indicated in your correspondence, the
16 scheduled monthly payment of \$3,253.24 includes the
17 principle and interest payment being \$2,678.12."

18 Is that correct?

19 A That's correct.

20 Q Is that what you're alluding to when you say
21 includes the principle and interest?

22 A That's what the sentence reads.

23 Q My question was, do you see anything that
24 references a modified principle in this document?

25 A It doesn't modify -- it says, it includes the

1 principle and interest payment being \$2,678.12.

2 Q Do you understand what I'm asking when I
3 reference to a modified principle amount? I'm
4 referring to the principle amount of the entire loan.

5 A No.

6 Q You don't understand that, or you don't see
7 it in here?

8 A Why would it be in here? It's telling me
9 what my payment is supposed to be with interest and
10 principle.

11 Q Are you --

12 A The loan amount hasn't changed.

13 Q How do you know that?

14 A Because you --

15 Q It modifies your mortgage loan, correct?

16 A Because you alluded to, in one of your other
17 documents, what the principle was.

18 Q This is the modified agreement per your
19 allegations, correct?

20 A Correct.

21 Q I'm asking, is there a principle amount
22 identified in this modified agreement?

23 A There is a principle. The principle --
24 \$3,253.24 includes the principle and interest payment.
25 It says right here principle.

1 Q Okay. So it's your understanding from this
2 document that the principle amount on your modified
3 mortgage loan is \$3,253.24?

4 A Correct.

5 Q Is that correct?

6 MR. GADDIS: Counselor?

7 MS. STROMEYER: I'm going to object because I
8 feel like you're using these terms in different ways.
9 And that misstates the testimony.

10 He's using a term of art -- not a term of
11 art, but the total principle amount for the loan.

12 MR. GADDIS: If you have an objection, please
13 make it. Please don't instruct.

14 MS. STROMEYER: Can you read back the
15 question again.

16 BY MR. GADDIS:

17 "Q Do you understand what I'm asking
18 when I reference to the modified principle
19 amount? I'm referring to the principle amount
20 of the entire loan.

21 "A No.

22 "Q You don't understand that or you
23 don't see it in here?

24 "A Why would it be in here? It's
25 telling me what my payment is supposed to be

1 with interest and principle.

2 We talk over each other here for a second.

3 "Q This is the modified agreement per
4 your allegations, correct?

5 "A Correct.

6 "Q I'm asking, is there a principle
7 amount identified in this modified agreement?

8 "A There is a principle. The principle
9 of \$3,253.24 includes the principle and
10 interest payment. It says right here
11 principle.

12 After having read that, I'll ask one more
13 time and try to be as clear as possible, do you see the
14 total amount of the modified principle identified in
15 the April 28th, 2011 letter?

16 "A It's not a very well-written letter, but I
17 imagine if that question was in my mind, I could have
18 called 1-800-850-4622. But it looked to me that this
19 was the new agreement.

20 "Q I understand that.

21 "Q And so is it your testimony that the
22 principle as identified is \$3,253.24?

23 "A This was all the information I needed to
24 believe that this was a valid contract.

25 "Q Okay. My question was, is it your testimony

1 that you believe the principle of your modified
2 mortgage loan to be \$3,254.24?

3 A That would be a monthly.

4 Q Okay. Do you see a modified principle amount
5 in this document?

6 A I didn't write the document.

7 Q Ma'am, I'm asking if you see it. Is it
8 identified in this document?

9 A I didn't think it was important. I don't --
10 I don't believe it's important. I believe that this
11 told me that this was what my new payment was going to
12 be.

13 Q Uh-huh.

14 A I believe that they wrote this in good faith
15 and that I was going to be acting in good faith making
16 the payments until my home was paid for.

17 Q But how would you be able to tell when your
18 home was paid for if you had no idea what the total
19 amount of the principle was on the modified mortgage?

20 A Are you calling me stupid?

21 Q No, I'm asking you a question, ma'am.

22 A I don't know.

23 Q Okay. Outside of the statement, an effective
24 due date of May 1, 2011, do you see -- excuse me, let
25 me restate.

1 Outside of the identified effective date of
2 the alleged modification, do you see any payment due
3 dates as identified in this April 28th, 2011 letter?

4 A This --

5 MS. STROMEYER: Objection as to payment due
6 dates. Vague and ambiguous.

7 BY MR. GADDIS:

8 Q Do you understand my question, Doctor?

9 A I would assume that it's due the 1st of every
10 month. Because the first one is due May 1st, 2011.

11 Q That's your assumption based off of this
12 letter, correct?

13 A That's my understanding from this verbiage.

14 Q Okay.

15 Q But you would not know for sure based off the
16 verbiage from this letter; is that correct?

17 A Oh, I've never had a -- a lender that changed
18 due dates month to month. So I would assume that this
19 was the permanent date, the 1st of every month.

20 Q And you've had mortgage loans before,
21 correct?

22 A Correct.

23 Q Correct. This is not your first mortgage
24 loan, correct?

25 A No, it's not our first mortgage loan.

1 Q Is this your first attempt to modify a
2 mortgage loan?

3 A It's my first attempt, yeah.

4 Q Are you alleging that this was not Mr. Ward's
5 first attempt?

6 A I don't know if he's ever done it before.

7 Q Being experienced -- or having previous
8 experience with mortgage loans, do you believe that
9 this April 28th, 2011 letter identifies all the
10 necessary terms for you to understand exactly what the
11 modification agreement would be between you and GMAC?

12 A Gosh. As a doctor, I trust that -- and
13 perhaps it's not realistic -- I trust that people are
14 being honest with me. I'm not a banker, I'm not a
15 lawyer.

16 This, to me, honestly says these are the
17 terms of your negotiation to redo the payments. If I'm
18 lied to, I don't know. If they lied, I don't know.
19 But this to me says, the deal is done.

20 Q Okay. This to you says the deal is done even
21 though you never signed a modification agreement; is
22 that correct?

23 A This to me says --

24 Q That was not my question, ma'am. Ma'am,
25 there's -- okay. I thought you were walking out.

3 A You didn't finish it.

4 Q My question is --

5 MR. GADDIS: Actually, I need to have the
6 question read back. Can you read back what my question
7 was.

8 (Record Read.)

9 THE WITNESS: This says the deal is done.

10 BY MR. GADDIS:

11 Q And my question was, have you ever had a
12 contract that you did not sign?

13 A Have I ever had a contract that I haven't
14 signed?

15 Q Let me restate. Have you had a mortgage loan
16 contract that you have not put your signature to?

19 A (Witness nods head.)

20 Q Let's go ahead and look at that one.

21 Dr. Halloran, is that your signature --

22 A Oh, that's not the right one. It's the other
23 one. Where's the other one?

24 Q You're referring to the Adjustable Rate Note
25 with Mr. Ward's signature; is that correct?

1 And this is Defendant's 1, Adjustable Rate
2 Note.

3 Do you have Power of Attorney over Mr. Ward?

4 A I didn't then.

5 Q I'm asking, do you have Power of Attorney
6 over Mr. Ward concerning modification of the 2006 Deed
7 of Trust?

8 A Yes.

9 Q As such, all negotiations were made on your
10 behalf through Mr. Ward; is that correct?

11 A Through Mr. Ward?

12 MS. STROMEYER: Objection. Doesn't make
13 sense.

14 MR. GADDIS: Sure.

15 Q All negotiations between Mr. Halloran and
16 GMAC to modify the 2006 Deed of Trust were made to
17 Mr. Halloran based off of your Power of Attorney over
18 Mr. Ward; is that correct?

19 MS. STROMEYER: Read it back. I think he
20 swapped a name.

21 (Record Read.)

22 MS. STROMEYER: I feel like that -- I don't
23 know. That question to me is --

24 BY MR. GADDIS:

25 Q Do you understand my question, Doctor?

1 A I mean, I understand English, I just don't
2 understand your question.

3 Q My question is -- you're right. I should
4 say, the statement is you're right, you were not a
5 signatory on the Adjustable Rate Note, Mr. Ward is.

6 You were attempting to modify the 2006 note
7 and Deed of Trust. The only way that GMAC could
8 possibly have communications with you about modifying
9 the 2006 adjustable rate note is if you had Power of
10 Attorney over Mr. Ward.

11 You submitted that Power of Attorney through
12 your attorney, Tim Halloran, so that he could negotiate
13 modification of the 2006 Deed of Trust and note on your
14 behalf. Otherwise, you cannot talk to --

15 A Where is your question?

16 BY MR. GADDIS:

17 Q -- GMAC.

18 A Where is your question?

19 Q My question is, you have Power of Attorney
20 over Mr. Ward?

21 A Yes.

22 Q You have a third authority through that Power
23 of Attorney to modify the mortgage; is that correct?

24 A Yes.

25 Q My question is, why is your signature not on

1 a single document concerning modification of the
2 \$900,000 Deed of Trust at issue?

3 A The -- you're bringing up the principle. I
4 never saw that. You're telling me that it's not here.
5 I don't know that that's still the price.

6 Q No, we've made that clear. You have no idea
7 what the principle under the modified mortgage is,
8 that's correct.

9 Under the original 2006 Deed of Trust, the
10 principle amount --

11 A At that point in time, I had no Power of
12 Attorney over my husband.

13 MS. STROMEYER: Let him finish his question.
14 There's no question pending, so why don't you let him
15 finish his question.

16 BY MR. GADDIS:

17 Q You were asking how I know what the principle
18 amount is, it's because it's identified in the 2006
19 Deed of Trust, which you did sign.

20 A But that's not what you were asking. You
21 were asking about the modification sheet.

22 Q Yes. And there's no principle identified
23 there, is there?

24 A You answered your own question.

25 Q I asked you a question.

1 Is there a principle identified in the
2 April 28th --

3 A There is a word called principle right there.

4 Q Okay. Okay.

5 Did you and Mr. Halloran have any
6 conversation about these terms as identified in the
7 April 28th, 2011 letter?

8 MS. STROMEYER: Objection. May call for
9 attorney-client conversation. It's incredibly broad
10 saying any conversation about the terms. I mean, we're
11 in litigation about the terms; we've been having
12 conversations for months.

13 BY MR. GADDIS:

14 Q Do you understand my question, Doctor?

15 A I understand. But I don't think it's
16 something I should answer.

17 MR. GADDIS: And I want this actually to be
18 on the record. We believe that communications between
19 Mr. Halloran and Dr. Ward are significant --

20 THE WITNESS: I'm Dr. Halloran.

21 MR. GADDIS: Oh, excuse me. You're right. I
22 apologize.

23 Between Tim Halloran and Dr. Halloran are of
24 significance because, as she stated earlier, she has
25 never communicated with GMAC regarding modification of

1 this GMAC loan. All communications were made from Tim
2 Halloran to GMAC and from GMAC to Tim Halloran.

3 We need to know what those conversations
4 contained in order to determine what she thought she
5 was signing -- actually, not signing, she didn't sign
6 anything.

7 What Dr. Ward believed --

8 THE WITNESS: Dr. Halloran.

9 MR. GADDIS: I apologize, excuse me.

10 Dr. Halloran believed the modified terms to
11 be --

12 THE WITNESS: This is what I believed.

13 MR. GADDIS: I understand.

14 That's why we want to know exactly what was
15 communicated from Tim Halloran to Dr. Halloran.

16 Are you claiming that those communications
17 are privileged, as well?

18 MS. STROMEYER: I mean, it depends -- you're
19 asking me whether or not attorney-client privilege is
20 going to be asserted for every communication between
21 Dr. Halloran and Tim Halloran regarding the terms of
22 the loan contract?

23 MR. GADDIS: Not just the terms but just also
24 what was going on here. The negotiations back and
25 forth. Tim Halloran uses the term negotiation several

1 times in the letters that we've already put into
2 evidence.

3 MS. STROMEYER: Uh-huh.

4 MR. GADDIS: And she was not party to those
5 negotiations nor a drafter of those letters or privy to
6 conversations between GMAC and Mr. Halloran.

7 MS. STROMEYER: You're not entitled to the
8 reasons behind an attorney's negotiations, why they put
9 forth certain provisions. She provided information to
10 him in confidence as part of this loan modification.
11 And those are attorney-client communications.

12 MR. GADDIS: Okay. I state this because --
13 no. I understand your statement. Okay. We'll just
14 leave it as that.

15 Q Dr. Halloran, is it your testimony that your
16 entire understanding of the alleged modification of
17 your permanent mortgage loan is contained in the
18 April 28th, 2011 letter?

19 A It was the 22nd, wasn't it? 22nd.

20 Q The 22nd is the letter where Tim Halloran is
21 allegedly confirming conversation that he had with a
22 GMAC employee, which you were not privy to.

23 A So what is your question?

24 Q Is it your testimony that the entire -- that
25 your entire understanding of the alleged modification

1 of your mortgage loan is contained in the April 28th,
2 2011 letter?

3 A Yeah, that's my understanding.

4 Q Okay.

5 MR. GADDIS: Off the record real quick.

6 (Short Break Taken.)

7 BY MR. GADDIS:

8 Q Dr. Halloran, it is your understanding that
9 you were approved in April of 2011 for a loan
10 modification; is that correct?

11 A Correct.

12 MR. GADDIS: I'm going to present Defendant's
13 13. It is a document with Porter, Michael - TX at the
14 very top. It is WARD 000041 through 000042.

15 (Deposition Exhibit 13 was marked for
16 identification by the court reporter.)

17 BY MR. GADDIS:

18 Q Dr. Halloran, have you seen this document
19 before?

20 A No.

21 Q Under -- I should say at the very top, where
22 it says sent.

23 Do you see that section?

24 A Uh-huh.

25 Q What is that date?

1 A April 7, 2011.

2 Q And I'm going to read the very top of this
3 document. It says "Hello, Michael."

4 It looks like it should say office.

5 "Is pleased to advise you that your loan
6 modification request is approved as follows."

7 Did I read that correctly?

8 A Yes.

9 Q Is there a section for terms in this
10 document?

11 A Yes.

12 Q And under the column Modified/New, what is
13 that figure under the Modified/New column?

14 A \$1,129,853.88.

15 Q And is there a row identified as Interest
16 Rate?

17 A Yes.

18 Q And under the Modified/New column, what are
19 the identified interest rates?

20 A 2.875, 3.875, 4.86.

21 Q Is there a -- the very last row reads,
22 "Modification Effective Date"; is that correct?

23 A That's correct.

24 Q And what is the identified date?

25 A 4/1/2011.

1 Q If we could turn to Exhibit 3 again, please.

2 Let me change that. Let's turn to Exhibit 5,
3 sorry. Of the complaint. Excuse me. I believe it's
4 Defendant's 4, Exhibit 5.

5 What's the identified effective date in this
6 document, Dr. Halloran?

7 A Once again, May 1st, 2011.

8 Q Is that the same effective date as identified
9 in Defendant's Exhibit 13?

10 A What is this?

11 MS. STROMEYER: I'm going to object in that
12 it lacks foundation. I don't know that there's --

13 BY MR. GADDIS:

14 Q Do you understand my question?

15 A I don't understand why I'm looking at this.
16 It's not mine.

17 Q No, you did not draft this document.

18 Is the identified modification effective date
19 the same as the identified modification date in the
20 April 28th, 2011 letter?

21 A Well, this says April 1st, and this says
22 April 28th, so they can't be the same.

23 Q Let me clarify. The modification effective
24 date on Defendant's Exhibit 13 is identified as
25 April 1st, 2011, correct?

1 A Correct.

2 Q Okay. And you have never seen this document
3 before?

4 A It's to somebody named Michael Porter, who I
5 don't know.

6 Q Okay. Your counsel has not shown you this
7 document?

8 A I don't believe I've ever seen it.

9 Q Okay. Were you aware that those were the
10 terms that you were approved for concerning your
11 modification?

12 MS. STROMEYER: Objection. Lacks foundation.
13 Assumes facts not in evidence.

14 You can answer.

15 THE WITNESS: Well, it's written by Deborah
16 Curry, and it went to Michael Porter. Nowhere here is
17 it sent to Colleen Halloran.

18 BY MR. GADDIS:

19 Q So your answer would be?

20 A Nowhere on here is it written to Tim
21 Halloran.

22 So how can my counsel have shown it to me?

23 Q This was actually produced to your counsel at
24 a date post filing of your complaint.

25 Your counsel has not shown you that document,

1 correct?

2 A I've not seen -- I've never seen this.

3 Q Okay.

4 A I don't know who Deborah Curry is. I don't
5 know who Michael Porter is.

6 Q Okay. So you're not aware of those approved
7 loan modification terms.

8 Are you aware of the approved modification
9 terms presented to your counsel in August -- excuse me,
10 on August 15, 2011?

11 MS. STROMEYER: I'm going to object that it
12 misstates her testimony. Her testimony was not that
13 she was aware that she was approved for this. Her
14 testimony was that she was not aware of this document,
15 and she doesn't know what this document is. I believe
16 that was her testimony. And I'm also going to object
17 that that lacks foundation.

18 Go ahead. You can answer.

19 THE WITNESS: I've never seen this before.

20 MS. STROMEYER: That wasn't his question.

21 BY MR. GADDIS:

22 Q My question is, are you aware that you were
23 approved under certain terms in August 2011 to modify
24 your mortgage?

25 A Under certain terms?

1 Q Yes.

2 A Verify.

3 Q Were you aware that another offer -- a
4 modification offer -- had been presented to you on
5 August 15, 2011, to modify your mortgage?

6 A Is there a document of that?

7 Q Yes, there is a document of that.

8 MR. GADDIS: As Defendant's 14, this is an
9 e-mail from Clayton Gaddis to Karen Stromeier dated
10 Monday, August 15th, 2011. It is not Bates stamped.

11 (Deposition Exhibit 14 was marked for
12 identification by the court reporter.)

13 THE WITNESS: I don't remember.

14 BY MR. GADDIS:

15 Q Do you recall having these terms presented to
16 you --

17 A I don't remember.

18 Q -- by your counsel?

19 MS. STROMEYER: I'm going to object that this
20 may get into attorney-client communications.

21 THE WITNESS: I don't remember.

22 BY MR. GADDIS:

23 Q You don't remember.

24 You don't recall being offered these terms to
25 modify your mortgage loan; is that correct?

1 A I just answered that. I don't remember.

2 Q Okay. Do you recall having conversations --
3 not the content of conversations, but having
4 conversations with your counsel about this August 2011
5 modification offer?

6 A I don't remember.

7 Q What do you recall concerning the
8 modification efforts of your 2006 Deed of Trust,
9 Doctor?

10 A What specifically are you asking?

11 Q I'm asking because you don't recall an August
12 communication concerning modification efforts of your
13 mortgage loan --

14 MS. STROMEYER: I'm going to object to your
15 characterization of these as modifications. This was
16 presented to Counsel as a settlement offer.

17 MR. GADDIS: Yes.

18 MS. STROMEYER: And that's how it was
19 communicated to the plaintiff. So to that extent, your
20 characterization, I think, mischaracterizes this
21 document and what it was.

22 So to the extent --

23 MR. GADDIS: This document is identifying the
24 terms that Dr. Halloran's mortgage loan was approved on
25 the modified in August 2011. And she is unaware of

1 these approved modification terms.

2 Q Is that correct?

3 A Are you asking me or Karen?

4 Q No, that was directed at you, Doctor.

5 A You're throwing things at me. I don't -- I
6 don't have -- I don't have a memory of it. It doesn't
7 mean it didn't happen; I just don't remember it.

8 Q Okay. Did you have the final say of the
9 terms you were willing to accept, or was this
10 Mr. Halloran -- Tim Halloran's final say?

11 MS. STROMEYER: Objection. Argumentative.

12 BY MR. GADDIS:

13 Q Do you understand my question?

14 A Do I let me little brother control my home?

15 Q In effect, yes.

16 A That is rather argumentative.

17 Q Do you understand my question?

18 A No, I don't understand why you would ask that
19 question.

20 Q Not why I would ask it.

21 Do you understand my question?

22 A No.

23 Q My question is --

24 A Would my lawyer act in my best interest?

25 Yes. Do I trust my brother? Without question.

1 Q Okay. And I have no doubt about that.

2 That's not in question.

3 A Is he a good person? Absolutely. Would he
4 try to screw me out of a mortgage? No.

5 Q Okay, Doctor. Those aren't -- that's not my
6 line of questioning.

7 A It sounds like it to me.

8 Q My question is, you've had no communications
9 with GMAC concerning the modification of your mortgage
10 loan; is that correct?

11 A To my knowledge, no. He is my agent.

12 Q Tim Halloran has had all communications with
13 GMAG regarding the modification of your mortgage loan,
14 correct?

15 A Correct. He's my lawyer; he's my agent.

16 Q You've not been privy to a phone conversation
17 between Mr. Halloran and GMAC; is that correct?

18 A Correct.

19 Q You have not drafted a single document from
20 Mr. Halloran's office or on your behalf to GMAC; is
21 that correct?

22 A I don't work at his office.

23 Q Have you drafted a single document on your
24 behalf to GMAC?

25 A No.

1 Q So I ask these questions because you've had
2 no role in negotiating this modification.

3 And so I'm asking who has final say in
4 accepting terms or rejecting terms?

5 A I can't interpret GMAC's hostility towards me
6 and my family, and my brother has helped me do that.

7 Q When you say hostility, do you mean three
8 separate --

9 A Trying to take my home.

10 Q -- modification approvals?

11 Do you see that as hostility?

12 A I think they are absolutely hostile.

13 Q Did you default on this 2006 Deed of Trust,
14 Doctor?

15 A Did you ever listen to why I was late?

16 Q Ma'am, that was not my question.

17 MS. STROMEYER: Well, it's asked and answered
18 anyway. She's already answered the question.

19 BY MR. GADDIS:

20 Q Okay. Did you default on the 2006 Deed of
21 Trust?

22 MS. STROMEYER: She's already answered that
23 question on several occasions.

24 BY MR. GADDIS:

25 Q That answer is yes, correct?

1 MS. STROMEYER: She's already answered that
2 question.

3 BY MR. GADDIS:

4 Q Per the 2006 Deed of Trust, is GMAC entitled
5 to foreclose upon your breach? Is that correct?

6 MS. STROMEYER: Objection. Calls for a legal
7 conclusion. She's not probably aware of every single
8 term in the loan document.

9 BY MR. GADDIS:

10 Q Did you have any --

11 MS. STROMEYER: To the extent you know, you
12 can answer.

13 BY MR. GADDIS:

14 Q Can you answer that question, Doctor?

15 A No.

16 Q Did you know that if you didn't pay your
17 mortgage, there was a risk of foreclose upon your
18 house?

19 A Yes.

20 Q Yes, okay.

21 Doctor, what do you want out of this lawsuit?

22 A I want my home.

23 Q Are you currently in your home?

24 A I think you know that.

25 Q Ma'am -- excuse me.

1 Doctor, are you currently residing in your
2 home?

3 A I am.

4 Q Has there been a point since November of 2006
5 until the present date to where you have not resided in
6 your home?

7 A No.

8 Q Honestly, what are you specifically wanting
9 from GMAC from this lawsuit?

10 A I want a loan modification. I want them to
11 get off my back. I want them to live up to the
12 contract they gave me.

13 Q And by contract, you're referring to the
14 April 28th, 2011 letter; is that correct?

15 A Yes.

16 MR. GADDIS: Counselor, I'm looking through,
17 but you know may off the top of your head, is
18 Dr. Halloran making claims for emotional distress?

19 MS. STROMEYER: Not over and above associated
20 with...

21 MS. STROMEYER: We'll look at Paragraph 51 of
22 the complaint.

23 Q Paragraph 51 alleges, "Plaintiffs have
24 suffered constant anxiety and severe emotional
25 distress."

1 Do you see that, Dr. Halloran?

2 A I do.

3 Q What -- what proof of this severe emotional
4 distress do you have?

5 A What do you want?

6 Q Exactly. You've made an allegation. I want
7 to know what proof you have that you suffered severe
8 emotional distress.

9 A Well, I don't have any doctor bills, if
10 that's what you're asking.

11 Q Well, that would be included, yes. But
12 that's not the extent of what I'm asking.

13 A I don't understand. I haven't committed
14 suicide. I haven't done myself bodily harm except for
15 the fact that I'm not using the gym as often as I
16 should, I guess.

17 What -- what do you want? A receipt for
18 documentation of my blood pressure? What is it you're
19 looking for?

20 Q Well, I just want to know --

21 A I don't have any psychiatric bills.

22 Q Should this go to trial, Doctor, you've made
23 a claim that you've constant anxiety and severe
24 emotional distress --

25 A I'm afraid to answer the phone. I'm afraid

1 to look at my mail. I'm afraid, afraid, afraid, of the
2 big bad banker. That's constant emotional distress.

3 Q Okay. What documentation have you received
4 from GMAC --

5 A I have not --

6 MS. STROMEYER: Wait, let him finish his
7 question.

8 BY MR. GADDIS:

9 Q After the filing of this lawsuit, what
10 documentation have you received?

11 A I don't know.

12 Q Have you received letters in the mail?

13 A I am afraid of my own shadow economically
14 because of what they've done to my credit report,
15 credit cards that have been canceled. My children are
16 stressed out because they don't know if their home is
17 going to be foreclosed upon.

18 They tacked up a sign to my house that was --
19 that it was going to be up for auction for all the
20 neighbors to see. It's stressful.

21 Q My question was, what letters have you
22 received from GMAC --

23 A I haven't received any letters currently.
24 What is it your looking for?

25 Q Have you received any telephone calls from

1 GMAC --

2 A I don't answer the phone.

3 MS. STROMEYER: Colleen, let him finish his
4 question.

5 THE WITNESS: Okay. Finish your question.

6 BY MR. GADDIS:

7 Q That was it. If you don't answer the phone,
8 then you would not be aware of any efforts --

9 A I'm afraid to answer the phone.

10 Q Communications between GMAC and yourself have
11 been going through Mr. Halloran since August of 2010;
12 is that correct?

13 A That's correct.

14 Q And you've received no -- let me restate.

15 Since that time, have you received any
16 letters from GMAC?

17 A Not that I'm aware of.

18 Q Have you received any phone calls from GMAC?

19 A I don't answer the phone.

20 Q Okay. Then, ma'am, how would you know that
21 GMAC has been --

22 A I'm afraid. Do you get it? Afraid.

23 Somebody is trying to take my house away from me. I'm
24 afraid.

25 Q And why are they trying --

1 A It's stressful.

2 Q Why are they trying to --

3 A It's stressful.

4 Q -- take your house away --

5 A It's really stressful.

6 MS. STROMEYER: Okay. Do you want to --

7 let's step outside for a moment.

8 MR. GADDIS: No, there's a question pending.

9 Q Why were they trying to take your house away,
10 Dr. Halloran?

11 A Because they're mean and evil people.

12 Q Is it because --

13 MS. STROMEYER: No, no, no. The question is
14 done. We're going to step outside.

15 (Short Break Taken.)

16 BY MR. GADDIS:

17 Q Dr. Halloran, do you recall when you made
18 your last mortgage payment?

19 A No. However, there are returned checks -- or
20 there are -- which one is that? There are these checks
21 that I made, and the first mortgage payment on the
22 renegotiated loan was 4/26/11.

23 Q And that's a check you wrote and identified
24 as renegotiated loan; is that correct?

25 A Correct.

1 Q Okay. Let me couch it this way then: Do you
2 recall the last time you made a mortgage payment
3 pre-April 28th, 2011?

4 A We have documentation of that someplace. But
5 I'm not sure where. I can't recall a specific date.

6 Q Would you be surprised to learn that it was
7 late 2009, early 2010?

8 A I don't know. Would I be surprised? I don't
9 know.

10 Q Now, I'm not asking for an account number or
11 a dollar value. Since you've not made payments on your
12 2006 mortgage loan in the calendar year of 2010 up
13 until the point of April 2011, I'm asking if you have
14 taken that money that you would have paid and placed
15 into some sort of account.

16 Have you done that, Doctor?

17 A No.

18 Q Have you put money aside that otherwise you
19 would have paid or used to pay your mortgage loan since
20 I'll say January of 2010 up until April of 2011?

21 A No.

22 Q Right now, what amount could you afford under
23 a monthly mortgage payment?

24 A Including taxes and insurance?

25 Q Let's do principle and interest first.

1 A 32 -- no.

2 Q Probably Exhibit 5 is what you're looking
3 for. To the complaint.

4 A \$2,678.12.

5 Q That's the amount you could afford to make a
6 monthly mortgage payment at this point; is that
7 correct, Doctor?

8 A That's what I just said.

9 Q Could you afford to make a \$3,000 a month
10 principle and interest payment?

11 A I think I would rather have this one.

12 Q I understand what you'd rather have. That
13 makes sense.

14 Could you afford to make a \$3,000 a month
15 mortgage payment?

16 A Probably.

17 Q Could you afford to make a \$3200 a month
18 mortgage point?

19 A Principle and interest, yes.

20 Q How about a \$3500 a month --

21 A No.

22 Q -- principle and interest?

23 A No.

24 Q 32 is your cut off?

25 A No, I would say 2678 is my cut off.

1 Q 2678. You just stated that you could afford
2 to make a \$3200 principle and interest mortgage
3 payment, correct?

4 A Maybe.

5 Q Now it's a maybe?

6 A Maybe.

7 Q Maybe. Are you making this determination off
8 of your two places of employment as well as your
9 husband's pension account?

10 A Correct.

11 Q Okay. And that is your ceiling, 2700
12 principle and interest; is that correct?

13 A I don't know that it's my ceiling. I'm not
14 very trusting of GMAC right now. I -- I don't know
15 what my ceiling would be because I wouldn't want them
16 to go above the ceiling. Or suppose another kid gets
17 sick. Or suppose I die.

18 Q It would be hard to make those payments if
19 that happened.

20 A It would be.

21 Q It would be difficult.

22 A GMAC sure would have its way with me, though.

23 MR. GADDIS: We can go off the record. I'm
24 just going to think for a minute.

25 (Short Break Taken.)

1 BY MR. GADDIS:

2 Q We stated earlier in the day -- I should
3 restate that.

4 Earlier in the day, I identified that in
5 December of 2007, there was a Deed of Trust placed on
6 the property from the judicial -- excuse me -- from the
7 clerk of the U.S. District Court, and you did not
8 recall that.

9 A No. I know that.

10 Q Oh, you remember that?

11 A I didn't ever deny I didn't know that. I
12 just said I couldn't read it.

13 Q Well, that's fine.

14 A Because it's a very tiny, very blurry copy.

15 Q You may be referring back to another exhibit.
16 I probably know which ones those were, very scrunched
17 up.

18 MR. GADDIS: I'll go ahead and offer as
19 Defendant's -- this is a Recorded Deed of Trust and
20 Assignment of Rents with the San Francisco Assessor
21 Recorder's Office dated December 5th, 2007.

22 It's a Deed of Trust encumbering the
23 property, the subject property, for \$125,000.

24 (Deposition Exhibit 15 was marked for
25 identification by the court reporter.)

1 BY MR. GADDIS:

2 Q Doctor, do you recall this Deed of Trust?

3 A I do. Do you have a question about it?

4 Q That was it.

5 A Oh.

6 Q Doctor, when did your husband lose his
7 position of employment?

8 A I'm not exactly sure what his termination
9 date was.

10 Q Do you recall the year?

11 A It was maybe 2008. I don't know.

12 Q Do you remember the period which -- excuse
13 me. Let me restate.

14 Do you remember when he was incarcerated?

15 A I think it was August 29th, 2008.

16 Q Is it your recollection that he lost his
17 position of employment sometime around that
18 incarceration date, or was it months prior to?

19 A It was prior to.

20 Q Do you recall how many months prior to?

21 A I don't know. Maybe seven or eight,
22 something like that.

23 Q Okay.

24 MR. GADDIS: I'll go ahead and offer as
25 Defendant's 16 Uniform Residential Loan Application

1 signed by one Bernard Ward.

2 (Deposition Exhibit 16 was marked for
3 identification by the court reporter.)

4 If you can turn to the second page, which is
5 identified as WARD 000325.

6 Do you see at the bottom where it lists out
7 borrower's gross monthly income? Do you see those
8 columns?

9 A No. Am I on the right page?

10 Q Yes, you are. It's right here.

11 A Oh, okay.

12 Q And there's a row that states, Base Empl.
13 Income.

14 Do you see that, Doctor?

15 A Yeah.

16 Q And this tiny print looks to read \$18,642; is
17 that correct?

18 MS. STROMEYER: Is that correct that's what
19 the document says?

20 MR. GADDIS: Yes.

21 THE WITNESS: I can't really read the -- if
22 that's a 6 or a 5. 18,542 or 18,642.

23 BY MR. GADDIS:

24 Q Sure. One of those. This print is
25 atrocious.

1 From this loan application, is it your
2 understanding that the 2006 Deed of Trust was based
3 primarily off of -- excuse me -- primarily or solely
4 off of your husband's income at that time?

5 A I don't know. I didn't review it.

6 Q You didn't review the loan application?

7 A I didn't review the loan.

8 Q You didn't review the loan.

9 A So I don't know whose --

10 MS. STROMEYER: It lacks foundation.

11 Objection. Lacks foundation. She doesn't
12 know what the loan was based off of. She's already
13 testified that she didn't take part in drafting the
14 loan application. You've not laid the foundation that
15 she's seen this document before or had any part in
16 drafting it.

17 BY MR. GADDIS:

18 Q But you did state that you had no part in the
19 actual process of obtaining the 2006 mortgage loan; is
20 that correct?

21 A Right.

22 Q Okay.

23 MR. GADDIS: Okay. I can't think of anything
24 else.

25 THE REPORTER: Would you like a copy of the

1 transcript?

2 MS. STROMEYER: Yes, I would, please. I will
3 take an electronic and a condensed.

4 MR. GADDIS: I would like the same, please.

5 THE REPORTER: Are there any time
6 constraints?

7 MS. STROMEYER: No, not for me.

8 MR. GADDIS: Yes.

9 THE REPORTER: When do you need it?

10 MR. GADDIS: If I can get it tomorrow, that
11 would be great. Or a draft. Yeah, if I can get the
12 rough and then the final as soon as possible after
13 that.

14 THE REPORTER: Okay. And you don't need a
15 rough or a rush?

16 MS. STROMEYER: No.

17 THE REPORTER: Okay, thank you.

18

19 (TIME NOTED: 2:40 p.m.)

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8 I, COLLEEN HALLORAN, do hereby declare under
9 penalty of perjury that I have read the foregoing
10 transcript; that I have made any corrections as appear
11 noted, in ink, initialed by me, or attached hereto; that
12 my testimony as contained herein, as corrected, is true
13 and correct.

14 EXECUTED this _____ day of _____,
15 20_____, at _____, _____.

16

COLLEEN HALLORAN

19
20
21
22
23
24
25

1 I, the undersigned, a Certified Shorthand Reporter
2 of the State of California, do hereby certify:

3 That the foregoing proceedings were taken before me
4 at the time and place herein set forth; that any
5 witnesses in the foregoing proceedings, prior to
6 testifying, were duly sworn; that a record of the
7 proceedings was made by me using machine shorthand which
8 was thereafter transcribed under my direction; further,
9 that the foregoing is a true record of the testimony
10 given.

11 I further certify I am neither financially
12 interested in the action nor a relative or employee of
13 any attorney of party to this action.

14 IN WITNESS WHEREOF, I have this date subscribed my
15 name.

16

17 Dated: January 25, 2012

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LORI STOKES

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CSR No. 12732

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[& - 3,253.24]

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[3,254.24 - apologize]

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